

ESCROW AGREEMENT

This Escrow Agreement, is made and entered into as of the date last set forth below, by and among Campus Radio Company, Inc. ("Campus"), Sharon A. Mayer ("Mayer"), and Marnie K. Sarver and John L. Tierney as Joint Escrow Agents (collectively referred to as the "Parties").

Whereas, Campus and Mayer have entered into a Stock Purchase, Financing and Option Agreement (the "Agreement") dated December 13, 1995; and

Whereas, Campus and Mayer desire that the Escrow Agents hold certain monies in escrow pursuant to the terms of the Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the Parties, intending to be bound hereby, agree as follows:

1. Capitalized terms which are not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. On the date set forth in Section 18 of the Agreement, Campus will deposit or cause to be deposited with the Joint Escrow Agents the sum of Ninety-Eight Thousand Dollars (\$98,000.00) in cash, by wire transfer or by check ("Escrow Funds"). The Escrow Funds shall be held and deposited by the Joint Escrow Agents in an interest bearing Escrow Account until the Escrow Funds are distributed at the Closing as provided in the Agreement or until this Escrow Agreement is terminated.

3. The Joint Escrow Agents shall deposit the Escrow Funds in one or more commercial banks doing business in Washington, D.C., in an interest bearing account or accounts insured by the Federal Deposit Insurance Corporation and keep the same sum on deposit so long as the conditions for distribution of the Escrow Funds have not occurred. Upon distribution of the Escrow Funds to Mayer, all earned interest thereon shall be paid to Mayer.

4. The Joint Escrow Agents shall distribute the Escrow Funds as set forth below:

(a) The Joint Escrow Agents shall distribute the Escrow Funds to Mayer or her assigns as part of the Option Closing as described in Section 13 of the Agreement. Distribution of the Escrow Funds shall occur when a check or wire transfer confirmation for the funds to be distributed is delivered to Mayer.

(b) In the event the Joint Escrow Agents are notified by both Campus and Mayer not to distribute the Escrow Funds, the Joint Escrow Agents shall not make a distribution of the Escrow Funds until the Parties authorize distribution in writing.

(c) In the event that one of the Parties hereto disputes whether disbursements should be made, such Party shall notify the Joint Escrow Agents in writing prior to the date the disbursement is due to be made, and the Joint Escrow Agents shall promptly notify the other Party. The money shall nevertheless be disbursed under this Escrow Agreement on the sixtieth day after the conditions specified in

Sections 15(c) and (d) of the Agreement have been satisfied, unless the Joint Escrow Agents receive written notification by the scheduled date of the disbursement that legal action has commenced in a court of competent jurisdiction. If such notification is timely received, then no disbursement shall be made until a final judgment by a court of competent jurisdiction disposes of any controversy between the Parties and instructs the Joint Escrow Agents accordingly, or until the Parties settle their controversy and jointly instruct the Joint Escrow Agents in writing how to proceed.

(d) Subject to the foregoing, in the event the Agreement is terminated as provided in Section 19 thereof, the Joint Escrow Agents shall return the Escrow Funds and any accrued interest to Campus.

5. Acceptance by the Joint Escrow Agents of their duties under this Escrow Agreement is subject to the following terms and conditions, which the Parties and the Joint Escrow Agents hereby agree shall govern and control the rights, duties and immunities of the Joint Escrow Agents:

(a) The duties and obligations of the Joint Escrow Agents shall be determined solely by the express provisions of this Escrow Agreement and the Joint Escrow Agents shall not be liable except for the performance of such duties and obligations as are specifically set out in this Escrow Agreement. The Joint Escrow Agents shall not be bound in any way by any other agreement or contract between the Parties

(whether or not the Joint Escrow Agents have knowledge thereof), except for the Agreement.

(b) The Joint Escrow Agents will not be responsible in any manner whatsoever for any failure or inability of the Parties hereto to honor any of the provisions of this Escrow Agreement or the Agreement.

(c) Mayer and Campus agree jointly and severally to reimburse and indemnify the Joint Escrow Agents for, and to hold them harmless against, any loss, liability or expense incurred without bad faith, willful misconduct or gross negligence on the part of the Joint Escrow Agents, arising out of the performance of their duties and obligations under this Escrow Agreement, as well as the costs and expenses of defending against any claim or liability arising out of or relating to this Escrow Agreement.

(d) The Joint Escrow Agents shall be fully protected in acting upon and relying upon any advice, certificate, notice, direction, instruction, request or other paper or document which the Joint Escrow Agents in good faith believed to be genuine and to have been signed or presented by the proper party; and they may assume that any person purporting to give such advice, certificate, notice, direction, instruction, request or other paper or document, has been duly authorized to do so.

(e) The Joint Escrow Agents shall not be liable for any error of judgment, or for any act done or step taken or omitted by them in good faith or for any mistake in fact or

law, or for anything which they may do or refrain from doing in connection herewith, except their own gross negligence or willful misconduct.

(f) Resignation and Removal. Either Joint Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the other Parties hereto specifying a date (not less than thirty (30) days after giving such notice) when the resignation shall take effect. Promptly after such notice, a successor escrow agent shall be appointed by mutual agreement of Campus and Mayer, such successor to become the escrow agent hereunder upon the resignation date specified in such notice. If Campus and Mayer are unable to agree upon a successor escrow agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint its successor. The Escrow Agent shall continue to serve as Escrow Agent until its successor has assumed in writing the Escrow Agent's obligations hereunder and receives the Escrow Deposit.

6. Subject to the provisions of Section 4 hereof, this Escrow Agreement shall terminate if any of the following occurs: (a) the obligations of the Joint Escrow Agents are fully performed; (b) the Parties, in writing, order the Joint Escrow Agents to terminate this Escrow Agreement; or (c) the Agreement is terminated as provided therein.

7. The Joint Escrow Agents join in the signing of this Escrow Agreement to acknowledge their duties and obligations hereunder.

8. This Escrow Agreement may be assigned by either of the Parties to any person or entity to which it has assigned its rights and obligations under the Agreement in accordance with Section 20 thereof. No other assignment shall be permitted without the written consent of the other Party.

9. This Escrow Agreement shall be binding upon and shall inure to the benefit of Campus and Mayer and their permitted heirs, assigns, successors, and legal representatives, and may be executed in counterparts, all of which together, so executed, shall constitute one and the same document. This Agreement contains all of the terms and conditions agreed upon with respect to the subject matter hereof, and cannot be amended or modified except by an instrument in writing signed by both Parties and the Joint Escrow Agents. Any other Agreement between the Parties dealing with the subject matter of this Agreement shall be deemed to have been superseded and replaced by this Agreement.

10. Any notice to a party required or permitted to be given under this Escrow Agreement shall be duly given if sent in writing by personal delivery or by regular or overnight mail service to the other party at the following address or such other address as may be specified by the party in writing:

If to Campus:	Mr. Paul Hedberg Campus Radio Company, Inc. Box 528 Spirit Lake, IA 51360
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If to Mayer:	Sharon A. Mayer R.R. 1, Box 169 Milford, IA 51351
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If to the Joint Escrow Agents:

Marnie K. Sarver, Esquire
Reed Smith Shaw & McClay
1301 K Street, N.W.
Suite 1100 - East Tower
Washington, D.C. 20005

John L. Tierney, Esquire
Tierney & Swift
1001 22nd Street, N.W.
Suite 350
Washington, D.C. 20037-1803

Notice shall be deemed to have been given upon the date of personal delivery, the date of deposit in overnight mail service, charges prepaid, or the date of receipt if sent by U.S. Mail, postage prepaid.

11. This Agreement shall be construed under the laws of the District of Columbia pertaining to contracts made and to be performed in the District of Columbia.

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IN WITNESS WHEREOF, the Parties hereto and the Joint Escrow Agents have executed this Escrow Agreement on the dates set forth below, contemplating the effective date hereof to be the date last set forth below.

CAMPUS RADIO COMPANY, INC.

12-13-95
Date

By: Paul C. Hedberg
Paul Hedberg

SUSAN A. MAYER

Date

Date

Escrow Agent

Date

Escrow Agent

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IN WITNESS WHEREOF, the Parties hereto and the Joint Escrow Agents have executed this Escrow Agreement on the dates set forth below, contemplating the effective date hereof to be the date last set forth below.

CAMPUS RADIO COMPANY, INC.

DateBy: _____
Paul Hedberg_____
Date

12-13-95

Sharon
~~SUSAN~~ A. MAYER

Sharon A Mayer

Date_____
Escrow Agent_____
Date_____
Escrow Agent

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IN WITNESS WHEREOF, the Parties hereto and the Joint Escrow Agents have executed this Escrow Agreement on the dates set forth below, contemplating the effective date hereof to be the date last set forth below.

CAMPUS RADIO COMPANY, INC._____
DateBy: _____
Paul Hedberg**SHARON A. MAYER**_____
DateDecember 13, 1995
Date
Escrow Agent_____
Date_____
Escrow Agent

IN WITNESS WHEREOF, the Parties hereto and the Joint Escrow Agents have executed this Escrow Agreement on the dates set forth below, contemplating the effective date hereof to be the date last set forth below.

CAMPUS RADIO COMPANY, INC.

Date

By: _____
Paul Hedberg

SHARON A. MAYER

Date

Date

Escrow Agent

12-13-95
Date

Marnie K. Sauer
Escrow Agent

EXHIBIT 3

DECLARATION UNDER PENALTY OF PERJURY

I, Kevin Galbraith, hereby state as follows:

1. I am President of Milford Broadcasting Company ("MBC") an applicant for a construction permit to build a new FM radio station at Milford, Iowa.

2. MBC and Sharon Mayer, a competing applicant for the Milford FM station, have entered into an Agreement pursuant to which MBC has agreed to dismiss its application for the Milford FM station in exchange for monetary consideration from Sharon Mayer.

3. The aforementioned Agreement between MBC and Sharon Mayer is the only agreement between them. MBC is not a party to any other agreement relating to the dismissal of its Milford FM application, and will receive no consideration for the dismissal of its application other than that set forth in the Agreement.

4. The Commission's grant of the Joint Request for approval of the settlement will be in the public interest. Approval will hasten the introduction of a new broadcast service to Milford while conserving the resources of the Commission and the parties.

5. MBC's application was not filed for the purpose of securing a settlement.

I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

MILFORD BROADCASTING COMPANY

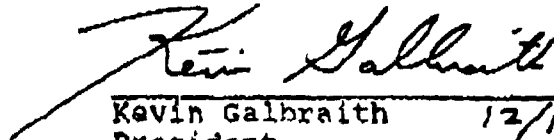

Kevin Galbraith President 12/14/95

EXHIBIT 4

DECLARATION

Sharon A. Mayer hereby declares under penalty of perjury that the following is true and correct.

1. I am an applicant for a new FM Broadcast Station on Channel 271C2 at Milford, Iowa, File No. BPH-911004MG; which is mutually exclusive with an application for the same facilities filed by Milford Broadcasting Company, Inc. ("Milford") File No. BPH-911003MI.

2. I have entered into a Settlement Agreement with Milford and Campus Radio Company, Inc. ("Campus") and have entered into a Stock Purchase, Financing and Option Agreement with Campus looking towards settlement of the conflict between my application and Milford's application. These agreements provide, among other things, for dismissal of the Milford application in consideration of payment to Milford in the amount of \$152,000.00 and grant of my application. Copies of all of the agreements relating to this matter have been provided to the Commission.

3. The Commission's grant of the Joint Request For Approval of Settlement Agreement will be in the public interest in that it will hasten the introduction of a new FM broadcast service to Milford, Iowa while conserving the resources of the Commission and the parties.

4. My application was not filed for the purpose of securing
a settlement.

December 13, 1995

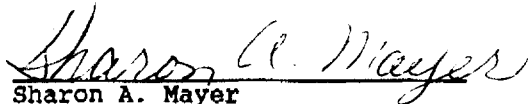

Sharon A. Mayer

EXHIBIT 5

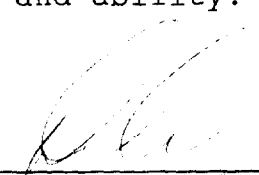
ENGINEERING STATEMENT

The following statement and attached exhibit have been prepared for Hedberg Broadcasting Group, licensee of FM broadcast station KUOO at Spirit Lake, Iowa, and contain the results of a study of that market.

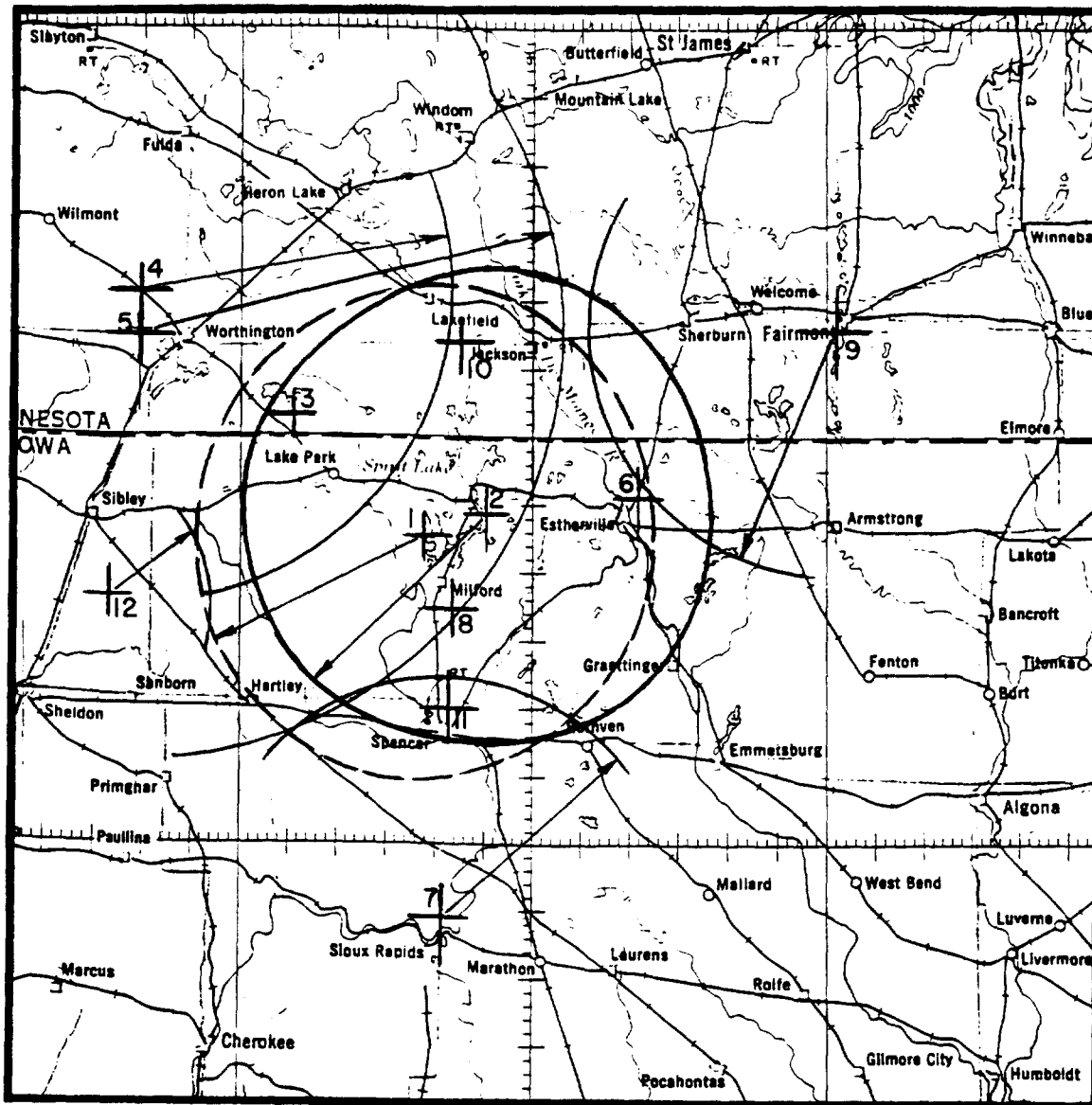
The following analysis constitutes a Market Study and has been performed in accordance with the terms of Section 73.3555(a) of the Commission's Rules and Regulations. The study concerns the market defined by the city grade contours of KUOO(FM) and the facility proposed by Sharon A. Mayer, file number BPH-911004MG. The contours were determined in accordance with the method set forth in the Rules and Regulations by utilizing the power and antenna systems contained in the AM and FM databases from the Commission.

It has been determined that at least 15 stations are contained in the defined market. The contours of the market and the overlapping contours are shown on the attached exhibit. It should be noted that the contours of stations located within the market contours are not shown in the interests of improving the map legibility. The fact that those stations are within the market contours proves overlap without further contour information.

The preceding statement and attached exhibit have been prepared by me or under my direction and are true and correct to the best of my knowledge and ability.


Donald L. Markley, P.E.

Date: Dec 13, 1977



Index of Stations

1. BPH-911004MG
2. KUOO (FM)
3. KITN (FM)
4. KWOA-FM
5. KWOA
6. KILR-FM
KILR
7. KTFG (FM)
8. KIGL (FM)
9. KFMC (FM)
10. KRAQ (FM)
KKOJ
11. KICD-FM
KICD
12. KAJQ (FM)



MARKET STUDY

**MILFORD AND SPIRIT LAKE, IA
HEDBERG BROADCASTING GROUP**

CERTIFICATE OF SERVICE

I, Lila A. Mitkiewicz, hereby certify that a copy of the foregoing **JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENTS** was forwarded this 14th day of December, 1995, by courier to the following:

Robert Zauner, Esquire
Hearing Branch, Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554


Lila A. Mitkiewicz